MUNICIPAL CORPORATION—DEFECTIVE STREETS—INJURY TO BICYCLIST—TRICYCLE ON SIDEWALK, USED BY LAME PERSON.—In *Leslie* v. *Grand Rapids* (Mich.), 78 N. W. 885, it is held that a municipal corporation is not liable to the rider of a bicycle for personal injuries caused by the defective condition of the street, where the street is in reasonably safe condition for the passage of ordinary vehicles, such as wagons and carriages. The decision is placed upon the ground that at the time of the passage of the statute requiring streets to be kept in reasonably safe condition for "vehicles," bicycles were little used, and, in the opinion of the court, were not in contemplation by the legislature.

In *Wheeler* v. *City of Boone* (Iowa), 78 N. W. 909, an ordinance prohibiting the use of sidewalks by "all varieties of vehicles known by the general term 'bicycles,'" is held not to apply to a tricycle, operated by hand, for the convenience of a person unable to walk.

CONTRACTS—PROMISE TO PAY "WHEN ABLE."—A promise to pay a debt when the debtor "might feel able to pay" is held, in *Pistel* v. *American Mutual L. Ins. Co.* (Md.), 43 L. R. A. 219, to create a legal and moral obligation to pay when the debtor is able, and to require him honestly to exercise his judgment as to that fact.

The authorities are not uniform as to the effect of a promise to pay "when convenient," "when in my opinion I am able," "as soon as practicable," etc. The tendency seems to be to construe such phrases, if possible, as promises to pay within a reasonable time. Other courts construe them as merely moral obligations, or, if legally binding, as depending upon proof of the happening of the condition. See *Barnard* v. *Cushing*, 4 Metc. 230 (38 Am. Dec. 362, and note collecting the cases; *Brannin* v. *Henderson*, 12 B. Mon. 62; *Tebo* v. *Robinson*, 100 N. Y. 27. In *Barnard* v. *Cushing* (*supra*), an indorsement on a note by the promisee, made contemporaneously with its execution, by which he agreed never to compel payment, was held to be binding and to render the obligation to pay merely moral, and not legally enforceable. The soundness of this ruling is doubtful. The promise not to enforce, being repugnant to the main promise, should probably have been rejected for the repugnancy. See monographic note on "Repugnancy in Contracts," 60 Am. St. Rep. 93.

BANKS—NEGLIGENCE IN MAKING COLLECTION.—In *Minneapolis etc. Co.* v. *Metropolitan Bank* (Minn.), 78 N. W. 980, it is held to be negligence *per se* for a bank, with which a check on a distant bank has been deposited for collection, to forward the check directly to the drawee-bank for payment; and that the forwarding bank is responsible for the loss resulting to the drawer by reason of such method of transmission. Nor does the fact that the drawee-bank is the only banking institution of good standing in the town, nor proof of a well established custom to so transmit, nor a notice brought home to the depositor that the forwarding bank assumes no liability for the defaults of the sub-agents it may select, alter this conclusion.

"It seems to be settled by all of the authorities," says the court, "that, 'for the purposes of collection, the collecting bank must employ a suitable sub-agent. It must not transmit its checks or bills directly to the bank or party by whom payment is to be made, with the request that remittances be made therefor. It is